



Village of Winnetka

Village Council Regular Meeting

September 20, 2022 at 7:00 PM
Village Hall
510 Green Bay Road

AGENDA

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Quorum**
 - a. Thursday, October 6, 2022 Regular Meeting
 - b. October 11, 2022 Study Session
 - c. October 18, 2022 Regular Meeting
- 4. Public Comments**
- 5. Reports**
- 6. Approval of Agenda**
- 7. Consent Agenda**
 - a. Approval of Village Council Minutes
 - i. August 16, 2022 Regular Meeting
 - ii. September 6, 2022 Regular Meeting
 - b. Approval of Warrant List dated August 4, 2022 - August 17, 2022
 - c. Resolution No. R-96-2022: 93 Green Bay Road Parking Lot Contract (Adoption)
 - d. Resolution No. R-98-2022: Village Hall Bell Tower Repairs (Adoption)

NOTICE

All agenda materials are available at villageofwinnetka.org (Governance > Agendas & Minutes); the Reference Desk at the Winnetka Library; or in the Manager's Office at Village Hall (2nd floor).

The Village of Winnetka, in compliance with the Americans with Disabilities Act, requests that all persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of the meeting or facilities, contact the Village ADA Coordinator, 510 Green Bay Road, Winnetka, Illinois 60093, 847-716-3543; T.D.D. 847-501-6041.

- e. Resolution No. R-99-2022: Monitoring Wells Abandonment Change Order (Adoption)
- f. Resolution No. R-101-2022: Waiving Competitive Bidding and Ratifying an Agreement with Meade, Inc. for Emergency Traffic Signal Repairs (Adoption)

8. Ordinances and Resolutions

- a. Resolution No. R-100-2022: A Resolution Calling for Federal and State Action on Gun Safety and Violence (Adoption)

9. Old Business

10. New Business

11. Appointments

12. Closed Session

13. Adjournment



Agenda Item Executive Summary

TITLE: Resolution No. R-98-2022: Village Hall Bell Tower Repairs (Adoption)

PRESENTER: Giovanni McLean

AGENDA DATE: September 20, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

2022 Budget item Village Hall bell tower repairs

EXECUTIVE SUMMARY:

On July 12, 2022, the Village received a quote from Country Builders of Illinois, Inc in the amount of \$38,100 for the scope of work to repair the bell tower at the Village Hall. The quote exceeded the authorization limit of the Village Manager, and staff proceeded with formally bidding the repair work.

On August 2, 2022, the Village issued Request for Bid #022-039 for repairs to the bell tower at the Village Hall. The bid was posted to the on-line bidding service, Demand Star. The bid scope includes the fabrication and replacement of two decorative columns, repairs of all loose paint and rotten wood and repainting of the structure. The proposed cost was inclusive of labor, equipment and materials to complete the work.

Bids were opened on August 16, 2022 and the Village received one bid for the repair work. The Ramires Group, LLC submitted a bid in the amount of \$83,690. Country Builder of Illinois, Inc has agreed to honor the initial quote (\$38,100) and the terms of contract. Considering the variance between costs, staff in proposing rejecting the bid and awarding the contract to Country Builders of Illinois, Inc.

The Village has not previously utilized Country Builder of Illinois, Inc. Staff conducted a review of the references provided. Based on positive reviews and the contractor's experience with similar projects, staff is recommending the awarding of the work to Country Builder of Illinois, Inc.

The FY2022 Public Works public property budget (account #100.30.01-543) includes \$30,000 for the repairs at the Village Hall bell tower. Staff has identified a budget offset in the amount of \$11,200 to facilitate the contract. The FY2022 budget consists of \$8,000 for public property contractual services and a \$3,200 savings from this year's Cenotaph maintenance/repair project. The purchase order would be created in the amount not to exceed \$38,100.

Resolution No. R-98-2022, prepared by the Village Attorney, authorizes the Village President to execute and the Village Clerk to attest a contract with Country Builders of Illinois, Inc for the repairs of the Village Hall bell tower.

RECOMMENDATION:

Adoption of Resolution No. R-98-2022, rejecting all bids and awarding a contract with Country Builder of Illinois, Inc. for the repairs of the Village Hall bell tower.

ATTACHMENTS:

1. Resolution No. R-98-2022: Rejecting all Bids and Awarding a Contract to Country Builder of Illinois for Repair of the Village Hall Bell Tower
2. Exhibit A - Countyside Builders Contract

RESOLUTION NO. R-98-2022

**A RESOLUTION REJECTING ALL BIDS AND AWARDING A CONTRACT TO
COUNTRY BUILDER OF ILLINOIS
FOR REPAIR OF THE VILLAGE HALL BELL TOWER**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka (***"Village"***) to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, Village Hall bell tower is in need of repair; and

WHEREAS, on August 2, 2022, the Village issued Request for Bid #022-39 (***"Requests for Bids"***) for repairs to the Village Hall Bell Tower (***"Work"***); and

WHEREAS, the Village received one bid (***"Bid"***) to provide the Work; and

WHEREAS, because the Bid came in higher than the Village expected, the Village Council has determined that it is in the best interests of the Village to reject the Bid; and

WHEREAS, Country Builders of Illinois (***"Contractor"***) provided a quote to the Village to perform the Work for \$38,100.00; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the Contractor to perform the Work for an amount of \$38,100.00 (***"Contract"***); and

WHEREAS, Village staff has recommended that the Village Council (i) reject the Bid; and (ii) enter into a contract with Contractor for the Work; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to: (i) reject the Bid; and (ii) enter into the Contract with Contractor;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: REJECTION OF BIDS. The Village Council hereby rejects the Bid for the Work received in response to the Request for Bids issued by the Village and directs the Village Manager, or his designee, to inform the bidders thereof.

SECTION 3: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract with Contractor in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the Village Manager.

SECTION 4: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract after receipt by the Village Manager of two executed copies of the final Contract from Contractor; provided, however, that if the Village Manager does not receive two executed copies of the final Contract from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the final Contract will, at the option of the Village Council, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 20th day of September, 2022, pursuant to the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Signed

Village President

Countersigned:

Village Clerk

VILLAGE OF WINNETKA

RFB #022-039

CONTRACT FOR

Village Hall Bell Tower Repair

Full Name of Bidder Countryside Builders of IL Inc. ("Bidder")
Principal Office Address 3608 Meadow Ln Glenview IL 60025
Local Office Address _____
Contact Person Pat Monckton Telephone Number 847-366-8716

TO: Village of Winnetka ("Owner")
510 Green Bay Road
Winnetka, IL 60093
Attention: Assistant Finance Director

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____ [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Village Hall Bell Tower Repair**.

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract;

4. Taxes. Pay all applicable federal, state, and local taxes;

5. Miscellaneous. Do all other things required of Bidder by this Contract; and

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the **specifications and special conditions attached hereto and by this reference made a part of this Contract (Attachment A)**. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, including performance bond procurement, the ***Village will not pay more than the line item prices as outlined in Attachment A.***

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and

4. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Invoice to Village upon Work completion. Payment upon acceptance by Village.

All payments may be subject to deduction or set off by reason of any failure of Bidder to perform under this Contract/Proposal.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Work within 10 days after Owner's acceptance of the Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work by **October 31, 2022**.

4. Financial Assurance

A. Bonds. Each Bidder's Proposal shall be accompanied by a security deposit of at least 10 percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide. Furthermore, the awarded bidder must furnish performance and payment bonds totaling 100% of the contract amount no less than fourteen (14) days prior to the Contract start date.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage
- Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within *five* years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color,

national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. All work activities shall comply with the Prevailing Wage Act.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance

of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

Dated: August 27, 2022

Bidder's Status: () S Corporation () Partnership () Individual
Proprietor (State) (State)

Bidder's Name:

(Pat Mowckton) Countryside Builders of IL. Inc.

Doing Business As (if different):

Signature of Bidder or Authorized Agent:



(corporate seal)
(if corporation)

Printed Name: Pat Mowckton

Title/Position: Owner

Bidder's Business Address:

3608 Meadow Ln. Glenview IL 60025

Bidder's Business Telephone: 847-366-8716

Facsimile:

If a corporation or partnership, list all officers or partners:

N/A

NAME	TITLE	ADDRESS

ATTACHMENT A: SPECIFICATIONS

1. INTRODUCTION

The Village of Winnetka is accepting bids from properly qualified firms to provide all labor, equipment, and materials necessary to the repair and complete maintenance of the Village Hall's clock/bell tower.

The Village reserves the right to reject any and all bids. The Village also reserves the right to reduce the work scope due to budgetary constraints.

2. BACKGROUND (PROJECT DESCRIPTION AND SCOPE OF WORK)

The Village Hall is located at 510 Green Bay Road. The building encompasses administrative offices. The clock/bell tower shows signs of deterioration due to extreme weather exposure. The Village has chosen to replace two columns and paint all white areas.

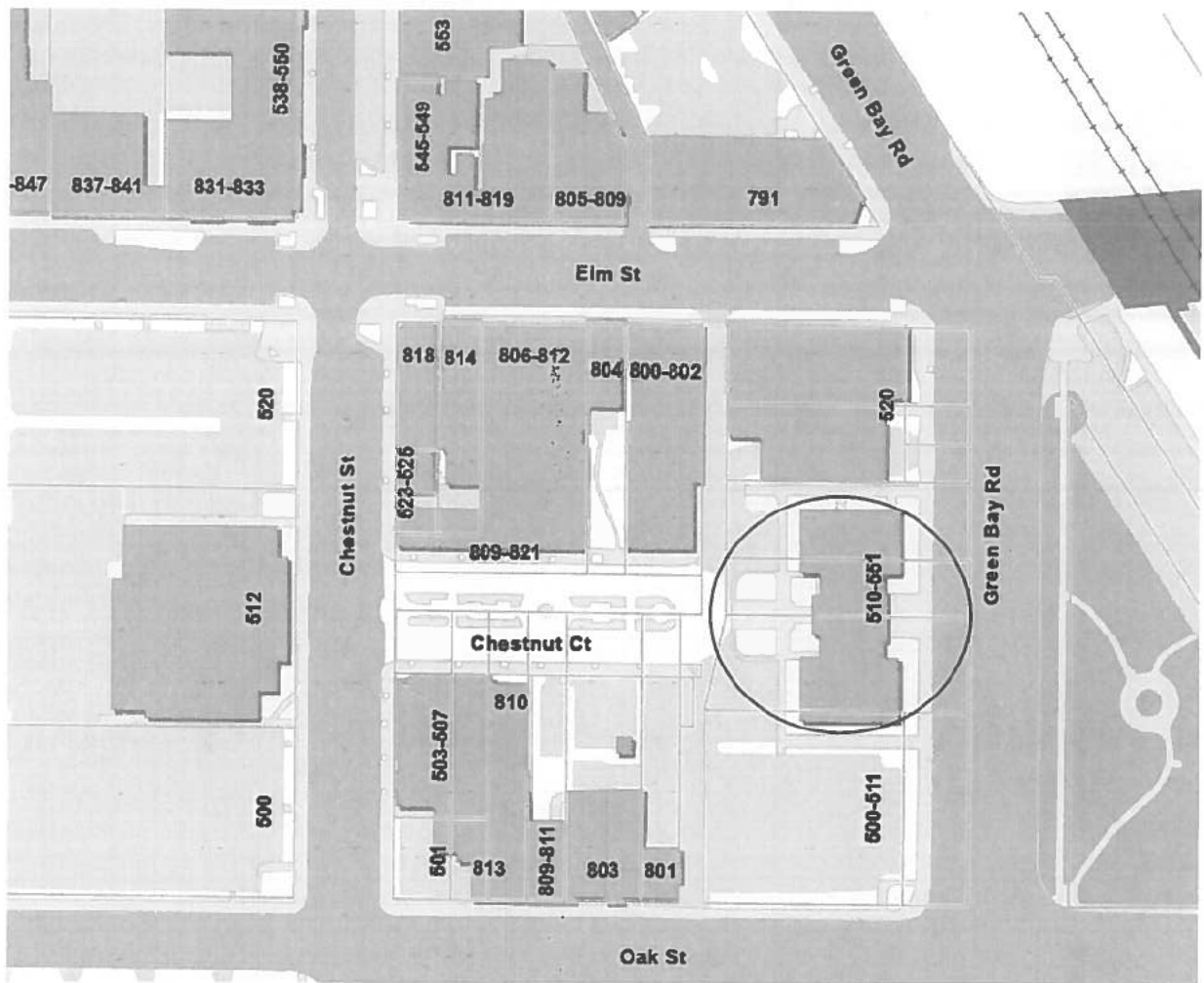
The scope of the work includes:

- a. Replace two columns
 - i. All new columns install shall be a consistent match with the existing columns with respect to color, style/type and finish.
- b. Scrap, sand patch and repairs all loose paint and rotten wood.
- c. Paint surrounding white areas.
- d. While repair work is in progress, Contractor shall cover/protect area from the weather (i.e. rain)

3. LOCATION:

510 GREEN BAY ROAD - WORK AREA
CLOCK/BELL TOWER

4. PICTURES



5. WARRANTY

Upon the Village's acceptance of the completed job, the Contractor and or manufacturer shall warrant all work performed for;

- Caulking a minimum of 3-year guarantee against peeling, delaminating or cracking.
- Any defects in material or workmanship appearing during this period shall be corrected without cost to the Village.

6. Pre-Bid Inspection:

Prior to bid submittal, Contractors may schedule an on-site meeting to review site, by contacting Mike Rivard at 847-716-3264 or mrivard@winnetka.org

7. FEE PROPOSAL

COMPANY NAME: Countryside Builders of IL Inc

CONTACT NAME: Pat Monckton

SIGNATURE: [REDACTED]

PHONE: 847 366 - 8716

UNIT PRICES		
ITEM	WORK DESCRIPTION	TOTAL
1	Fabricate and install two (2) columns	
2	Scrap, sand patch and repairs all loose paint, rotten wood and paint.	\$38,100.00

! Notes:

1. Quoted costs are to be all inclusive for equipment, lifts, scaffolding, forms, labor, material, tools, machinery, disposal, and incidentals for the completion of the project.
2. The Village reserves the right to reduce the work scope due to budgetary constraints.
3. All requests for change orders shall be submitted in writing to the Director of Public Works for approval. No invoices for additional work will be accepted without prior written approval.

END OF BID SPECIFICATIONS

**VILLAGE OF WINNETKA
CONTRACT FOR VILLAGE HALL BELL
TOWER REPAIR**

BID PACKAGE

BIDDER'S SWORN WORK HISTORY STATEMENT

Pat Mowcktow ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder's business: General Contractor

2. Composition of Work

During the past three years, Bidder's work has consisted of:

___% Federal	<u>100</u> % As Contractor	___% Bidder's Forces
___% Other Public	___% As Subcontractor	___% Subcontractors
___% Private		___% Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 22 years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	Paula Zimmerman	Beth Cadigan	Julie Unruh
Owner Address	58 Warwick Winnetka	191 Fuller Winnetka	2211 Hill Rd Winnetka
Reference	_____	_____	_____
Telephone Number	847 287 1927	(312) 841-0482	312 371-0007
Type of Work	New Home	Garage Modern Addition	Gar Remodel SFR

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED: August 27, 2022.

Bidder
 By: [REDACTED]
 Title: Owner

Attest
 By: Diana Puga
 Title: Public Notary

Subscribed and Sworn to before me on September 14, 2022.

[REDACTED]
 Notary Public

My commission expires: July 08, 2024



ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Winnetka ("Owner") as of _____, 20__.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF WINNETKA

Signature:

Printed name:

Title:



Agenda Item Executive Summary

TITLE: Resolution No. R-99-2022: Monitoring Wells Abandonment Change Order (Adoption)

PRESENTER: James Bernahl

AGENDA DATE: September 20, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

Proposal for abandonment of existing monitoring wells and gas probes by Testing Service Corporation, for a price not to exceed \$23,000 approved on 06/14/22; Purchase Order No. 2022-00000257.

EXECUTIVE SUMMARY:

As part of the approval by the Illinois Environmental Protection Agency (IEPA) to end post closure care monitoring of the former Winnetka Landfill the Village was required to abandon all existing associated monitoring wells and gas probes. The Engineering Department worked with the Village's Environmental Engineering Consultant, Andrews Engineering, to receive pricing for this abandonment work.

A proposal from Testing Services Corporation (TSC), out of Carol Streams, Illinois, for a price not to exceed \$23,000 was received to perform the abandonment work and completion of reports to be submitted to the Cook County Health Department. The original scope of work anticipated the abandonment and sealing of twenty-two (22) monitoring wells and five (5) gas probes on and surrounding the landfill. The monitoring wells were assumed to be constructed of 2" PVC pipe with the majority of them being 25 feet deep or less. The gas probes were assumed to be constructed of 1" PVC pipe and assumed to be less than 20 feet deep.

During the abandonment, it was determined that the Village would need to abandon additional monitoring wells associated with the existing leachate collection system and additional gas probes. This change included a combination of an additional twenty-one (21) leachate collection wells, piezometers, and vent structures, including the necessary reporting documentation. This necessary additional work resulted in an increase of \$10,110 to the contract amount, for a new total contract amount of \$33,110. Based on the Village's need to expedite the abandonment work, approval was granted to the Contractor to continue to move forward and complete the additional work.

All required reports have been submitted to the Cook County Health Department. As a result of the abandonment work, the Village received final approval from the IEPA to end Post Closure Care of the former Winnetka Landfill. This approval means the Village no longer needs to perform regular sampling and reporting, or seek permitting approval from the IEPA to place soil on the landfill. In addition, the Village will no longer need to perform leachate extraction activities.

Staff is proposing to pay for the additional \$10,110 of abandonment work using authorized funds in the Refuse Budget, Landfill Monitoring; Account No. 560.80.01-588.

RECOMMENDATION:

Consider adopting Resolution No. R-99-2022, approving Change Order No. 1 with Testing Service Corporation (TSC) for the abandonment of existing monitoring wells and gas probes on the former Winnetka Landfill for an amount not to exceed \$10,110.

ATTACHMENTS:

1. Resolution No. R-99-2022: Approving Change Order No. 1 to Contract with Testing Services Corporation for Abandonment of Monitoring
2. Testing Service Corporation Invoice

RESOLUTION NO. R-99-2022

**A RESOLUTION APPROVING CHANGE ORDER NO. 1 TO
THE CONTRACT WITH TESTING SERVICE CORPORATION FOR
ABANDONMENT OF MONITORING WELLS AND GAS PROBES**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka ("***Village***") to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, on June 14, 2022, the Village entered into a contract ("***Contract***") with Testing Service Corporation ("***Contractor***") for work and reporting related to the abandonment and sealing of monitoring wells and gas probes at the former Winnetka Municipal Landfill ("***Work***") for an amount not to exceed \$23,000; and

WHEREAS, after commencing the Work, the Village and Contractor discovered that, to comply with requirements and timelines imposed by the Illinois Environmental Protection Agency and the Cook County Health Department (collectively, "***Regulations***"), the Village would need to perform additional work including, without limitation, the abandonment and sealing of additional wells, gas probes, and related facilities ("***Additional Work***"); and

WHEREAS, the Contractor offered to perform the Additional Work for an additional amount not to exceed \$10,110 ("***Change Order No. 1***"), and, in order to comply with the Regulations, commenced the Additional Work; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into Change Order No. 1 with the Contractor;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF CHANGE ORDER NO. 1. The Village Council approves Change Order No. 1 in a final form approved by the Village Manager.

SECTION 3: AUTHORIZATION TO EXECUTE CHANGE ORDER NO. 1. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, Change Order No. 1, after receipt by the Village Manager of two executed copies of Change Order No. 1 from Contractor; provided, however, that if the Village Manager does not receive two executed copies of Change Order No. 1 from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal Change Order No. 1 will, at the option of the Village Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 20th day of September, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

**TESTING SERVICE CORPORATION***Providing a full range of services . . . from a location near your project!*

INVOICE NO: IN124268

Remit To:**TESTING SERVICE CORPORATION**360 S. MAIN PLACE • CAROL STREAM, IL 60188
PHONE: 630.462.2600 • FAX: 630.653.2988C
L
I
E
N
TVillage of Winnetka
1390 Willow Road
Winnetka, IL 60093

Attn: Mr. James Bernahl

P
R
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TWell Abandonments
Winnetka Landfill
Winnetka, IL

P.O. #	Project Eng.	Our Job #	Terms Code	Invoice Date
2022-00000257	Delaney, Darin	94254 - 1110	N30	8/25/2022

Description	Quantity	Unit Price	Amount
PROJECT ADMINISTRATION Administration and/or Utility Clearance - Lump Sum	1.00	150.00	150.00
WELL ABANDONMENTS AND REPAIRS MOBILIZATION AND DEMOBILIZATION OF EQUIPMENT AND CREW ATV or Skid Steer Machine and Crew - Lump Sum	1.00	300.00	300.00
PROVIDE EQUIPMENT AND CREW TO ABANDON AND SEAL TWENTY TWO WELLS Equipment and Crew, Per Day	9.00	3,300.00	29,700.00
Travel Time for Drill Crew, Per Day	9.00	200.00	1,800.00
MATERIALS Bentonite Chips, Per Bag	44.00	15.00	660.00
WELL SEALING FORMS Prepare Water Well Sealing Forms and Submit to LCHD - Lump Sum	1.00	500.00	500.00
Total:			33,110.00

Invoice**Original**

Page 1 of 1

Unless we receive written communication of a disagreement of records within ten (10) days after the date of this Invoice, we shall consider this Invoice as agreeing with your records and acknowledgement that this or these amounts are owed by you or your firm to Testing Service Corporation.
Note: A finance charge of 1.5% per month (18% annually) will be charged on balances not paid within 30 days of date of invoice.



Agenda Item Executive Summary

TITLE: Resolution No. R-101-2022: Waiving Competitive Bidding and Ratifying an Agreement with Meade, Inc. for Emergency Traffic Signal Repairs (Adoption)

PRESENTER: Brian Keys

AGENDA DATE: September 20, 2022

CONSENT: Yes

ITEM TYPE: Consent Agenda

ITEM HISTORY:

None

EXECUTIVE SUMMARY:

At approximately 3:00 a.m. on August 14, 2022, a single vehicle traffic accident damaged two traffic signal control cabinets at the intersection of Elm Street and Green Bay Road. Due to the extent of damage, a contractor, Meade Inc., with traffic signal expertise was utilized on an emergency basis to restore traffic signals at the intersection. The total cost of the repairs was \$31,027.31. The contractor was engaged under the procurement authority granted to the Village Manager for emergency situations. Resolution No. R-101-2022, waives competitive bidding and ratifies the use of Meade Inc. for the emergency traffic signal repairs.

Water & Electric management staff coordinated emergency repairs to the traffic signals on August 14, 2022. Staff contacted Meade Inc., as the contractor had previously performed traffic signal repair work for the Village and has been responsive to emergency repair requests. On Sunday, the contractor temporarily restored the intersection signals to flashing red. On Monday, August 15, the contractor installed new equipment to restore the functionality of the intersection signals. The cost incurred for the emergency response by the line crew and the contractor's repairs will be invoiced to the motorist.

RECOMMENDATION:

Consider adoption of Resolution No. R-101-2022, waving competitive bidding and ratifying an agreement with Meade, Inc. for emergency traffic signal repairs.

ATTACHMENTS:

1. Resolution No. R-101-2022: Waiving Bidding and Ratifying an Emergency Agreement with Meade Inc. for Traffic Signal Repairs

RESOLUTION NO. R-101-2022

A RESOLUTION WAIVING COMPETITIVE BIDDING AND RATIFYING AN AGREEMENT WITH MEADE, INC. FOR EMERGENCY TRAFFIC SIGNAL REPAIRS

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka ("**Village**") to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, on August 14, 2022, an automobile damaged two traffic signal control cabinets and related facilities (collectively, "**Traffic Signal Facilities**") which control the traffic signal at the intersection of Elm Street and Green Bay Road ("**Traffic Signal**"), disabling the Traffic Signal; and

WHEREAS, Village staff determined that it would threaten public health, safety, and welfare to delay the restoration of the Traffic Signal and repair of the Traffic Signal Facilities; and

WHEREAS, the Village entered into an emergency agreement with Meade, Inc. ("**Contractor**") for the Contractor to restore the Traffic Signal and repair the Traffic Signal Facilities (collectively, "**Work**") in an amount of \$31,027.31 ("**Agreement**"); and

WHEREAS, pursuant to Section 4.12.010.C of the Village Code and Section IV.3.D of the Village's Purchasing Manual, the Village Council has determined that it is in the best interests of the Village to waive competitive bidding and ratify and approve the Agreement for the Contractor to perform the Work;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. Pursuant to Section 4.12.010.C of the Village Code, Section IV.3.D of the Village's Purchasing Manual, and the Village's home rule authority, the Village Council waives the requirement of competitive bidding for the Work.

SECTION 3: RATIFICATION AND APPROVAL OF AGREEMENT. The Village Council hereby ratifies and approves the Agreement with Contractor to perform the Work.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

ADOPTED this 20th day of September, 2022, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk



Agenda Item Executive Summary

TITLE: Resolution No. R-100-2022: A Resolution Calling for Federal and State Action on Gun Safety and Violence (Adoption)

PRESENTER: Peter Friedman

AGENDA DATE: September 20, 2022

CONSENT: No

ITEM TYPE: Ordinances and Resolutions

ITEM HISTORY:

The Village Council held a public listening session regarding firearms safety on August 9th, 2022.

EXECUTIVE SUMMARY:

On July 4, 2022, the Village of Winnetka was shocked and devastated by the mass shooting committed at the City of Highland Park Independence Day parade, in which several people were killed and dozens were injured. At the August 9th Village Council listening session, Village residents expressed deep concern that gun-related violence is endemic in our society with more than 400 mass shooting events in the United States thus far in 2022, including over 100 additional mass shootings since the July 4th murders in Highland Park.

Other Illinois local governments, including our neighbors in Glencoe, Highland Park, Northbrook and Wilmette have adopted similar Resolutions to promote safe firearms practices, yet all recognizing the ineffectiveness of local firearms regulations without comprehensive state and federal regulations to protect our communities from gun violence. Resolution No. R-100-2022 Federal and State Action on Gun Safety and Violence calls for the United States Congress and the State of Illinois to take effective and comprehensive action to protect our communities from gun violence.

RECOMMENDATION:

Consider adoption of Resolution No. R-100-2022 Calling for Federal and State Action on Gun Safety and Violence

ATTACHMENTS:

1. Resolution No. R-100-2022: Calling for Federal and State Action on Gun Safety and Violence

RESOLUTION NO. R-100-2022

A RESOLUTION CALLING FOR FEDERAL AND STATE ACTION ON GUN SAFETY AND VIOLENCE

WHEREAS, the Village of Winnetka, Cook County, Illinois (the “Village”) was incorporated in 1869, and established the Village of Winnetka Police Department in 1909 to protect the safety and well-being of Winnetka residents, visitors, businesses, and employees; and

WHEREAS, the Village desires to identify, respond to, and call for, reform concerning health and safety crises caused by gun violence that adversely impacts the physical, emotional, and social wellbeing of its residents; and

WHEREAS, on July 4, 2022, the Village of Winnetka was shocked and devastated by the mass shooting committed at the City of Highland Park’s Independence Day parade, in which seven people were killed and dozens were injured; and

WHEREAS, the Village is committed to providing residents, victims, and those affected by gun violence with the support needed to improve public safety from the threat of gun violence and ally with local, state, and federal governments as well as private entities to ensure our community’s safety at schools, houses of worship, markets, parades, public facilities and gathering areas; and

WHEREAS, the Village is deeply concerned that gun-related violence is endemic in our society, with more than 400 mass shooting events in the United States thus far in 2022; including over 100 additional mass shootings since the murders in Highland Park; and

WHEREAS, the American Public Health Association has found that gun violence is a leading cause of premature death in the United States, killing more than 38,000 people and injuring nearly 85,000 every year; and

WHEREAS, gun violence is now the leading cause of death among children and teens in this country age 19 and younger according to research by the New England Journal of Medicine; and

WHEREAS, an estimated 54% of gun owners do not lock their guns securely (John Hopkins Bloomberg School of Public Health) and in incidents of gunfire on school grounds, 76% of shooters under the age of 18 obtained a gun from their home or the homes of friends or relatives (United States Secret Service); and

WHEREAS, the Village stands in solidarity with other Illinois local governments and the State of Illinois to promote safe firearms practices and programs, but recognizes the ineffectiveness of local firearms regulations without comprehensive statewide regulations to protect our communities from gun violence; and

September 20, 2022

R-100-2022

WHEREAS, the weapon used at the Highland Park July 4th mass shooting was an assault weapon, that fired 83 rounds into a crowd in under a minute; and

WHEREAS, assault weapons are military-grade weapons, designed and configured for combat use with the sole purpose of shooting as many people as possible, as quickly as possible; and

WHEREAS, large-capacity magazines are designed for the sole purpose of allowing a shooter to fire repeated shots without having to reload; and

WHEREAS, assault weapons and large-capacity magazines are combat weapons and do not belong in the hands of civilians; and

WHEREAS, in 2013, the Corporate Authorities of the Village passed an ordinance amending the Winnetka Village Code to require the safe storage and transportation of assault weapons; and

WHEREAS, our community is not immune from the threat, trauma and loss resulting from gun violence and its devastating effects are not and can never be limited by municipal boundaries; and

WHEREAS, the widespread and long-lasting devastation caused by gun violence cannot be prevented by local legislative efforts alone; instead, State-wide or national legislative action is needed; and

WHEREAS, the United States Congress and the Illinois General Assembly must act to try to stop this threat to our American freedom and take immediate action to ban assault weapons and large-capacity magazines so that they cannot be used by civilians on our streets, in our markets, in our houses of worship, in our schools, special events, parades, and all other community gatherings and events.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF WINNETKA, COOK COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Village Council.

SECTION TWO: DECLARATION OF SOLIDARITY AND CALL TO ACTION.

1. We stand with our local, county, and state governmental bodies, and public and civic service organizations, in calling for the governing bodies of the United States and the State of Illinois to take effective and comprehensive action to protect our communities from gun violence.

2. We call for the United States Congress and the State of Illinois to:
 - a. Ban the sale and possession of assault style weapons as well as high-capacity magazines, except as needed by military and law enforcement bodies.
 - b. Enhance funding for social and mental health services at the local level to support early intervention for individuals who pose a threat to the community.
 - c. Enact legislation requiring and strengthening universal background checks, waiting periods, and age requirements, eliminating exceptions to any such requirements, to acquire and possess any firearms.
 - d. Enact legislation strengthening “red flag” laws to better allow law enforcement, family members, employers, coworkers, and school employees to seek restraining orders against individuals suspected of being dangerous to themselves or others.
 - e. Enact legislation providing for strict liability and higher penalties for straw buyers and for sellers who sell to straw buyers.
 - f. Enact legislation mandating the safe storage of firearms as a condition for firearms ownership.
 - g. Enact legislation mandating the completion of adequate training as a condition for selling or possessing firearms.
3. We call on the United States Congress to repeal the Protection of Lawful Commerce in Arms Act, and all other statutes providing immunity to liability for the manufacturers and sellers of assault weapons for their negligence, recklessness, or failure to know their customers in the marketing and sale of firearms.
4. We call on the State of Illinois to enact stricter rules for the issuance of Firearms Owners Identification (“**FOID**”) cards, and we call on the State to more rigorously screen applicants for FOID cards and make more comprehensive use of clear and present danger reporting data in connection with the review of FOID card applications.

SECTION THREE: **EFFECTIVE DATE.** This Resolution will be in full force and effect upon its passage and approval by the Village Council.

ADOPTED this 20th day of September, 2022, pursuant to the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Signed:

Village President

Countersigned:

Village Clerk